

AG Contract No. KR96-1507-TRN  
ADOT ECS File No. JPA 96-88  
Project: 824-9-517/H2424 01C  
Section: SR-210 Aviation Corridor  
Broadway Blvd. - Park Avenue

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

THIS AGREEMENT is entered into 25 November, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its  
MAYOR and CITY COUNCIL (the "City").

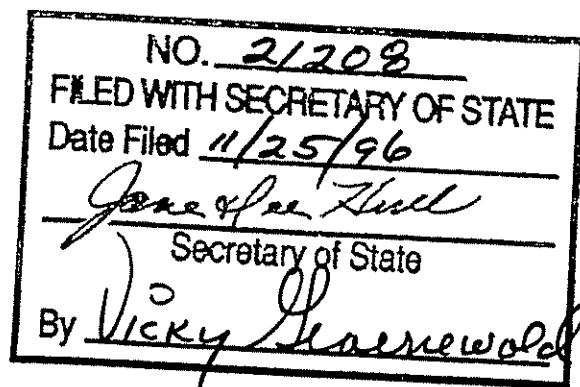
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has programmed \$600,000.00 in 15% HURF funds for a landscaping improvement project on SR-210 from Broadway Blvd. to Park Avenue during FY97 in the City. The Pima Association of Governments (PAG) has programmed an additional \$300,000.00 of PAG regional 15% HURF funds for the same landscaping project, for a total programmed amount of \$900,000.00. The City has requested that the project be a City administered project and the State has agreed. This agreement is to define the terms of the transfer of \$900,000.00, all in PAG regional 15% HURF funds, from the State to the City to be used by the City for the design, construction and maintenance of the landscaping improvements.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE

### 1. The City will:

a. Provide design plans, specifications and such other documents and services required for the landscaping improvement project suitable for construction bidding and construction, and provide copies to the State for concurrence.

b. Invoice the State in the amount of \$900,000.00. Be responsible for all costs associated with the project design, construction and maintenance over and above the State's originally programmed contribution of \$600,000.00 and PAG's additional programmed \$300,000.00. Call for bids and award one or more construction contracts for the landscape project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

c. Upon completion, approve and accept the project improvements as complete and provide maintenance.

d. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way.

e. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

f. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

g. Upon completion of the Park-Euclid section, the City will design, construct and maintain the landscaping in this section.

i. The City hereby agrees to maintain the landscaping outside of the State's access control limits. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any major changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

2. The State will:

a. Review the design documents and provide concurrence.

b. Upon receipt and approval of an invoice, pay the City \$900,000.00 \$600,000.00 as the State programmed amount for the landscape improvements and \$300,000.00 as the additional PAG programmed amount for the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time upon the mutual consent of the parties. In the event this agreement is cancelled, the State will in no way be responsible for maintenance of the landscaping and irrigation improvements contemplated herein.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Tucson  
Transportation Director  
Box 27210  
Tucson, AZ 85726-7210

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

By   
GEORGE MILLER  
Mayor

STATE OF ARIZONA  
Department of Transportation

By   
AUGUST V. HARDT  
Deputy State Engineer


ATTEST

By   
KATHLEEN S. DETRICK  
City Clerk

RESOLUTION

BE IT RESOLVED on this 16th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for transferring ADOT project SR-210 (Aviation Corridor) from Broadway - Park Avenue for landscape improvements to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

ADOPTED BY THE  
MAYOR AND COUNCIL  
NOV 4 1996

RESOLUTION NO. 17468

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT LANDSCAPING IMPROVEMENTS ALONG THE BARRAZA-AVIATION CORRIDOR.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation to construct landscaping improvements along the Barraza-Aviation Corridor, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

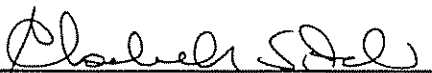
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 96-86

APPROVAL OF THE CITY OF TUCSON ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22 day of Oct, 1996.



City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

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MAIN PHONE: 542-5025  
TELECOPIER: 542-4085

### **INTERGOVERNMENTAL AGREEMENT DETERMINATION**

A.G. Contract No. KR96-1507-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of November, 1996.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt